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ETAS ID: TM351443

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
M&T Bank		08/14/2015	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Faneuil, Inc.	
Street Address:	2 Eaton Street	
Internal Address:	Suite 1002	
City:	Hampton	
State/Country:	VIRGINIA	
Postal Code:	23669	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3323580	THOSE WHO KNOW US KNOW MORE

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951-1571	
NAME OF SUBMITTER: Scott Kareff (014951-1571)		
SIGNATURE:	/kc for sk/	
DATE SIGNED:	08/14/2015	

Total Attachments: 3

source=Trademark Release for Faneuil, Inc. - M&T Bank#page1.tif source=Trademark Release for Faneuil, Inc. - M&T Bank#page2.tif source=Trademark Release for Faneuil, Inc. - M&T Bank#page3.tif

TRADEMARK REEL: 005599 FRAME: 0653

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Release of Trademark Security Agreement

THIS RELEASE OF TRADEMARK SECURITY AGREEMENT (this "RELEASE") is made as of the 1 that day of August, 2015, by M&T BANK (the "LENDER"), in favor of FANEUIL, INC. (the "PLEDGOR").

RECITALS

WHEREAS, pursuant to the terms of that certain Trademark Security Agreement, dated as of October 18, 2013, by PLEDGOR in favor of the LENDER and recorded on October 18, 2013 with the United States Patent And Trademark Office in Reel 5133, Frame 0413 (the "ASSIGNMENT"), PLEDGOR granted to the LENDER a security interest in the PLEDGOR'S right, title and interest in and to the TRADEMARKS (as defined in the ASSIGNMENT), including but not limited to all of the United States trademarks and trademark applications listed on Exhibit A attached hereto and incorporated by reference; and

WHEREAS, the LENDER has agreed to release all of its right, title, and interest in and to the TRADEMARKS.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the LENDER agrees as follows:

- 1. <u>RELEASE</u>. The LENDER hereby releases to the PLEDGOR all of its rights, title, interests and liens in and to the TRADEMARKS. In addition, the LENDER hereby agrees that the ASSIGNMENT is terminated.
- 2. <u>BINDING NATURE</u>. This RELEASE shall be binding upon the LENDER and its successors and assigns, and shall inure to the benefit of PLEDGOR and their successors and assigns.
- 3. <u>RECORDATION</u>. LENDER authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this RELEASE.
- 4. <u>GOVERNING LAW</u>. This RELEASE shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

[Signature page follows]

TRADEMARK
REEL: 005599 FRAME: 0654

IN WITNESS WHEREOF, this RELEASE has been executed as of the date first above written.

LENDER:

M&T BANK

By:

R. Mark Swaak, Vice Presiden

[Trademark Release]

TRADEMARK REEL: 005599 FRAME: 0655

EXHIBIT A

Schedule of Trademarks

THOSE WHO KNOW MORE

U.S. Registration No. 3,323,580 Issued 10/30/2007

TRADEMARK REEL: 005599 FRAME: 0656

RECORDED: 08/14/2015